



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

June 17, 2014

To: Supervisor Don Knabe, Chairman
Supervisor Gloria Molina
Supervisor Mark Ridley-Thomas
Supervisor Zev Yaroslavsky
Supervisor Michael D. Antonovich

From: William T Fujioka
Chief Executive Officer

A handwritten signature in black ink, appearing to be "W. T. Fujioka", with a long, sweeping horizontal stroke extending to the right.

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

NOTIFICATION OF THE USE OF DELEGATED AUTHORITY TO ENTER INTO A TRIPARTITE AGREEMENT WITH LAHSA AND ABT ASSOCIATES FOR THE PURPOSE OF MATCHING FOUR YEARS OF HMIS RECORDS WITH DATA IN THE ENTERPRISE LINKAGES PROJECT

The Chief Executive Office (CEO) is providing notice of its intent to utilize the delegated authority granted by the Board of Supervisors (Board) on March 20, 2012, which allows the CEO to negotiate and enter into various research agreements and accept funds up to a total of \$200,000 for services of the Research and Evaluation Services (RES) unit within the CEO's Service Integration Branch (SIB). Under this authority, the CEO will enter into a tripartite agreement with the Los Angeles Homeless Services Authority (LAHSA) and Abt Associates for the purpose of matching four years of records in the Homeless Management Information Services (HMIS) database with de-identified data in Los Angeles County's (County) Enterprise Linkages Project (ELP) database.

The Agreement Between the CEO and LAHSA

Under the terms described in the attached Memorandum of Understanding (MOU) between the CEO and LAHSA, SIB/RES will match de-identified ELP data, which includes records of services provided by the departments of Public Social Services (DPSS), Health Services (DHS), Mental Health (DMH), Public Health (DPH), Community and Senior Services (CSS), the Sheriff, and Probation against records of homeless client services stored in LAHSA's HMIS data base. The four-year period to be covered by this data match is January 2010 through December 2013. In addition to conducting the data match, SIB/RES will prepare a written report that details the match

results and provides an overview of the utilization patterns of homeless clients serviced by County agencies and LAHSA. Additionally, the report will use the match results to suggest further policy-driven inquiries and projects that can be pursued using the same matching methodology and analytical procedures. The report will be shared with LAHSA, Abt Associates, and all County departments contributing data to the ELP database. The participating departments and their respective County Counsels will provide their consent for this data integration undertaking prior to the commencement of any work on the data match.

The Agreement Between the CEO and Abt Associates

Under the delegated authority referenced above, the CEO will accept funds in the amount of \$60,000, to be paid by Abt Associates under the terms stipulated in the attached contract agreement, for conducting the ELP-HMIS data match. To date, the CEO has accepted \$15,000 of the \$200,000 authorized by the Board for various research agreements, leaving a sum of \$185,000. With acceptance of the \$60,000 to be paid to the CEO for the work described here, the CEO will have a balance of \$125,000 remaining on this delegated authority.

The contract agreement between the CEO and Abt Associates is based on payment for the completion of two tasks:

1. The data match linking four years of HMIS data to the de-identified client-level records of services provided by the seven County departments contributing data to ELP; and
2. The analytical report summarizing the match methodology, results, and implications.

The Benefits of Integrating HMIS Data with ELP

The ELP-HMIS data match comes at an opportune time for the County, with the recent reprogramming of the Homeless Prevention Initiative's ongoing funding, and in particular, the implementation of the Single Adult Model for the provision of permanent housing and supportive services to the County's homeless single adult population. The service utilization patterns revealed through the data match will help guide County agencies and LAHSA, as they engage in the planning and ongoing work of providing homeless individuals, families, and youth with the most effective and cost-efficient permanent housing and supportive services. The data match will give policymakers a better understanding of the access the County's high-volume users of services have to

Each Supervisor
June 17, 2014
Page 3

homeless resources. The data match will also pave the way for additional analysis to be done to better meet the needs of Los Angeles County's homeless population.

Legal Clearance of the Agreements with LAHSA and Abt Associates

County Counsels for CEO and LAHSA have reviewed the agreement between the CEO and LAHSA, as well as the agreement between the CEO and Abt Associates, and have approved them as to form. If the CEO does not receive any objections to either agreement, as described above by June 27, 2014, the CEO will move forward with executing both of them.

If you have any questions, please contact Antonia Jiménez at (213) 974-7365, or via email at ajimenez@ceo.lacounty.gov.

WTF:AJ:CDM
KH:MS:am

Attachments

c: Sheriff
Executive Office, Board of Supervisors
County Counsel
Community and Senior Services
Health Services
Mental Health
Probation
Public Health
Public Social Services



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF LOS ANGELES

AND

LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)

FOR THE

ENTERPRISE LINKAGES PROJECT (ELP)

DATA MATCHES

TABLE OF CONTENTS

SECTION	PAGE
RECITALS	1
I. Purpose	1
II. Term of MOU	2
III. Compensation	2
IV. CEO Responsibilities	2
V. LAHSA Responsibilities	3
VI. Further Terms and Conditions	4
A. Independent Contractor	4
B. Assignment, Delegation, and Subcontracting.....	4
C. Indemnification.....	4
D. Notices.....	5
E. Termination.....	5
F. General Insurance Requirements	5
G. Insurance Coverage Requirements.....	7
H. Authorization Warranty.....	8
I. Amendments.....	8
J. Confidentiality	8
K. Compliance with Applicable Law.....	9
L. Compliance with the County's Jury Service Program	9
M. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List.....	10
N. Consideration of Hiring Gain/Grow Program Participants.....	11
O. Contractor Responsibility and Debarment.....	11
P. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.....	13
Q. Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	13
R. County's Quality Assurance Plan	14
S. Nondiscrimination and Affirmative Action	14
T. Notice to Employees Regarding the Federal Earned Income Credit	15

MEMORANDUM OF UNDERSTANDING FOR ELP DATA MATCHES
LOS ANGELES HOMELESS SERVICES AUTHORITY

U.	Notice to Employees Regarding the Safely Surrendered Baby Law	15
V.	Recycled Bond Paper	16
W.	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	16
X.	Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program	16
Y.	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	16
Z.	Termination for Improper Consideration	17
AA.	Termination for Non-Adherence of County Lobbyist Ordinance.....	17
BB.	Validity	17
CC.	Waiver	17
DD.	Governing Law	18
EE.	Entire Agreement	18
Signatures		19

EXHIBITS

A	Record Linkage Methodology	20
B	Data Matches	26
C	Project Notification Form	28
D	Contractor's EEO Certification	30
E	Contractor Employee Acknowledgement and Confidentiality Agreement.....	31
F	Safely Surrendered Baby Law	33
G	Consultant Non-Employee Acknowledgement and Confidentiality Agreement.....	35

MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES COUNTY
AND
LOS ANGELES HOMELESS SERVICES AUTHORITY
FOR
DATA MATCHES

This Memorandum of Understanding (MOU) is entered into by and between the County of Los Angeles (County) and the Los Angeles Homeless Services Authority (LAHSA or Contractor), collectively referred to as "Parties."

WHEREAS, LAHSA agrees to provide, on a quarterly basis, de-identified, encrypted data from their Homeless Management Information System (HMIS) to be matched against the County's Enterprise Linkages Project (ELP). The results of these data matches are to be restricted to research on patterns of service utilization;

WHEREAS, this MOU between County and LAHSA is a non-financial agreement and any work to be performed for the quarterly data matches is contingent upon the County obtaining sufficient funding to cover the costs of its work; and,

WHEREAS, County and LAHSA agree and acknowledge the resulting reports from the de-identified data matches will be shared with the funding source. The initial match will be funded by Abt Associates, Inc. (Abt). Abt has indicated resulting reports will be shared with the Conrad N. Hilton Foundation.

NOW, THEREFORE, in consideration of the foregoing and of the promises and the covenants set forth herein, the Parties agree as follows:

I. PURPOSE

This agreement is entered into for the purpose of linking data from the County's ELP system with LAHSA's de-identified, encrypted HMIS administrative records. Records are to be matched on a quarterly basis with ELP. The resulting data matches will allow for research on patterns of service utilization and address additional research questions and issues raised by stakeholders. It will also provide policymakers with information on the impact of homelessness on public services and the complex needs of the County's homeless population.

II. TERM OF MOU

The term of this MOU shall commence upon full execution by the Parties and shall expire on June 30, 2019, unless sooner terminated, in whole or in part, as provided in this MOU.

III. COMPENSATION

There is no compensation for LAHSA under this MOU. Any work to be performed for the quarterly ELP-HMIS data matches is contingent on the County obtaining sufficient funding to cover the costs associated with the County performing its work. LAHSA will not receive any funding the County obtains. Prior to accepting funds for the data match, County will notify LAHSA of the potential funding and request approval as outlined in Section IV, CEO Responsibilities. LAHSA acknowledges and agrees that the funding entity will receive reports resulting from the data match and additional reports may be generated pending the availability of funds.

IV. CEO RESPONSIBILITIES

- A. The CEO's Service Integration Branch, Research and Evaluation Services unit (SIB-RES) will be responsible for performing the data match.
- B. The County's Project Manager for this MOU would be:
Max Stevens
County of Los Angeles
CEO SIB-RES
222 S. Hill Street, 5th Floor
Los Angeles, CA 90012
Telephone: 213-974-5613
E-mail: mstevens@ceo.lacounty.gov

Changes to the County's Project Manager can be made with 10 days' written notice to LAHSA.

- C. SIB-RES will match the data using the same methodology described in Exhibit 1: Record Linkage Methodology from the County's Master ELP agreement, which is included as Exhibit A, Record Linkage Methodology.
- D. The quarterly ELP-HMIS data matches will link de-identified, encrypted data in HMIS with de-identified administrative records of services provided by parties identified in Exhibit B, Data Matches. Changes and/or additions to Exhibit B, Data Matches, can be made as outlined in Section VI, Further Terms and Conditions, subsection I, Amendments.

MEMORANDUM OF UNDERSTANDING FOR ELP DATA MATCHES
LOS ANGELES HOMELESS SERVICES AUTHORITY

- E. As required under ELP, County departments must agree to participate in the match. SIB-RES seek to will obtain agreements from the County departments identified in Exhibit B, Data Matches, to participate in the match.
- F. For any new ELP projects, SIB-RES shall notify LAHSA via Exhibit C, Project Notification Form (and its subparts). New projects may be added to this MOU as the need arises. The addition of new projects via the use of Exhibit C, Project Notification Form (and its subparts) shall not require an amendment to this MOU. Changes and/or additions to Exhibit C, Project Notification Form, can be made as outlined in Section VI, Further Terms and Conditions, subsection I, Amendments.
- G. Upon identification of potential funding, County's Project Manager shall notify by e-mail or letter, LAHSA's Project Manager of the potential funding entity and purpose.
- H. Provide all Parties participating in a research project with all major draft reports or statistical tables and charts that result from using administrative data.

V. LAHSA RESPONSIBILITIES

- A. LAHSA's Project Manager responsible for the terms of this MOU.
Aamir Shaikh
Los Angeles Homeless Services Authority
811 Wilshire Boulevard, 6th Floor
Los Angeles, California 90017
Telephone: 213-683-3333
E-mail: ashaikh@lahsa.org

Changes to LAHSA's Project Manager can be made with 10 days' written notice to County.

- B. Identify and designate appropriate staff that may receive/provide information from/for a particular project and ensure the staff has a permissible purpose and justification to access such information and received sufficient training to safeguard the confidentiality of the information.
- C. Upon receipt of County's Project Manager's notice of potential funding entity, LAHSA's Project Manager or LAHSA's Executive Director identified in Section VI, subsection D, shall respond by e-mail or letter, within 10 business days, of acceptance or rejection of sharing data reports with the funding entity. **Failure to respond to the notice within 10 business days will be deemed acceptance.**

- D. Upon receipt of Exhibit C, Project Notification Form and its subparts, LAHSA's Project Manager or LAHSA's Executive Director identified in Section VI, subsection D, shall review the Project Notification Form for each new project. Entities that wish to participate shall complete and return the first page of the Project Notification form within 3 weeks. The Project Notification Form may be returned by mail or e-mail to the person identified on the Project Notification Form.
- E. Upon receipt of Draft reports from SIB-RES, LAHSA shall have 15 business days to provide written feedback on the results presented. In the event that LAHSA and SIB-RES are unable to reconcile any disagreements over the results or their interpretation, SIB-RES shall insert a section that presents any written disagreements LAHSA chooses to provide. **Failure to provide written feedback to the draft report within 15 business days will be deemed agreement with the conclusions.**
- F. Provide quarterly, cleaned and processed file for the data identified in Exhibit B, Data Matches.

VI. FURTHER TERMS AND CONDITIONS

A. INDEPENDENT CONTRACTOR STATUS

This MOU is between the County and LAHSA is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, between the County and LAHSA. The employees and agents of one party shall not be construed to be employees and agents of the other party.

B. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this MOU, either in whole or in part, without the prior written consent of the other party. Any unapproved assignment, subcontract, or delegation shall be null and void and may result in termination of this MOU.

C. INDEMNIFICATION

LAHSA shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (collectively, County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this MOU, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

D. NOTICES

All notices or demands required or permitted to be given or made under this MOU shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the Parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party giving ten (10) calendar days prior written notice thereof to the other party.

Notices to County shall be addressed as follows:

Carrie Miller
County of Los Angeles
Chief Executive Office
222 South Hill Street, 5th Floor
Los Angeles, CA 90012

Notices to LAHSA shall be addressed as follows:

Michael Arnold
Executive Director
Los Angeles Homeless Services Authority
811 Wilshire Blvd., 6th Floor
Los Angeles, CA 90017

E. TERMINATION

Either party may terminate this MOU, provided that a written termination notice is submitted to the other party not less than 30 calendar days prior to the requested termination date.

F. GENERAL INSURANCE REQUIREMENTS

Without limiting LAHSA's indemnification of the County and during the term of this MOU, LAHSA shall provide and maintain the following programs of insurance specified in this MOU. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the LAHSA's own expense.

- 1) **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Nancy Salem
County of Los Angeles, Service Integration Branch
222 S. Hill Street, 5th Floor
Los Angeles, CA 90012

Such certificates or other evidence shall:

- Specifically identify this MOU;
 - Clearly evidence all coverages required in this MOU;
 - Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this MOU; and
 - Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require LAHSA to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require LAHSA to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 2) **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.
- 3) **Failure to Maintain Coverage:** Failure by LAHSA to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the MOU upon which the County may immediately terminate or suspend this MOU. The County, at its sole option, may obtain actual damages from LAHSA resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and with notice to LAHSA, the County may deduct from sums due to LAHSA any premium costs advanced by the County for such insurance.
- 4) **Notification of Incidents, Claims or Suits:** LAHSA shall report to the County:
- Any accident or incident relating to services performed under this MOU which involves injury or property damage which may result in the filing of a claim or lawsuit against LAHSA and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - Any third party claim or lawsuit filed against LAHSA arising from or related to services performed by LAHSA under this Contract.

- Any injury to a LAHSA employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to LAHSA under the terms of this MOU.

- 5) **Compensation for County Costs:** In the event that LAHSA fails to comply with any of the indemnification or insurance requirements of this MOU, and such failure to comply results in any costs to the County, LAHSA shall pay full compensation for all costs incurred by the County.

G. INSURANCE COVERAGE REQUIREMENTS

- 1) **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 2) **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto."

- 3) **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which LAHSA is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 4) **Professional Liability/Errors and Omissions**

Insurance covering LAHSA's liability arising from or related to this MOU, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, LAHSA understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this MOU's expiration, termination or cancellation.

H. AUTHORIZATION WARRANTY

LAHSA represents and warrants that the person executing this MOU for LAHSA is an authorized agent who has actual authority to bind LAHSA to each and every term, condition, and obligation of this MOU and that all requirements of LAHSA have been fulfilled to provide such actual authority.

I. AMENDMENTS

- 1) For any material change, a written Amendment shall be prepared and executed by all Parties and approved as to form by County Counsel for both Parties.
- 2) For any non-material change, a written request by e-mail or letter from one party to the other will be made and if approved by the other party, a Change Notice may be issued and signed by the County's Project Manager.
- 3) Notwithstanding subsection 1, changes to Exhibit B, Data Matches; Exhibit C, Project Notification Form; Section IV, CEO Responsibilities subsections B, D, and F; and, Section V, LAHSA Responsibilities subsection A, shall not require an Amendment and may be done via the procedures outlined in subsection 2, above.
- 4) Unless otherwise provided herein, the MOU may not be amended or modified by any other means than described above (including by oral agreements or other understandings between the Parties or by any acts or conduct of the Parties).

J. CONFIDENTIALITY

- 1) LAHSA shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. LAHSA shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this MOU. As a condition of employment, all employees of LAHSA must sign and adhere to the attached Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit E). Further, LAHSA shall cause each non-employee performing services covered by this MOU to sign and adhere to the provisions of the Contractor Non-Employee Acknowledgment and Confidentiality Agreement (Exhibit G). These Confidentiality Agreements shall be filed in LAHSA's personnel records for the employees and agents, and LAHSA shall provide a copy to County upon request.

- 2) SIB-RES, their employees, agents, and subcontractors, shall maintain the confidentiality of all records obtained from LAHSA under this MOU, in accordance with all other applicable federal, State, or local laws, ordinances, regulations, and directives.
- 3) The data linkage and privacy protection protocol is intended to comply with Health Insurance Portability and Accountability Act (HIPAA) requirements as it relates to Protected Health Information and has been approved by County Counsel and the County of Los Angeles, Chief HIPAA Privacy Officer. The process of obtaining client information for data linkage and subsequently removing identifiable client information from the collected data prior to leaving a department's premises is permitted by HIPAA. CEO-SIB-RES personnel conducting data linkage have received HIPAA Privacy Rule training.

K. COMPLIANCE WITH APPLICABLE LAW

LAHSA shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this MOU are hereby incorporated herein by reference.

LAHSA shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of LAHSA or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

L. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

- 1) Jury Service Program:
This MOU is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
- 2) Written Employee Jury Service Policy
 - a. Unless LAHSA has demonstrated to the County's satisfaction either that the LAHSA is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), LAHSA shall have and adhere to a written policy that provides that its Employees shall receive from the LAHSA, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the LAHSA or that LAHSA deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any SubContractor to perform services for the County under the MOU, the SubContractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

c. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the MOU and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

d. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the MOU. In the event of such material breach, County may, in its sole discretion, terminate the MOU and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

M. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this MOU to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this MOU.

N. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 1) Should the Contractor require additional or replacement personnel after the effective date of this MOU, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- 2) In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

O. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 1) Responsible Contractor
A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.
- 2) Chapter 2.202 of the County Code
The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this MOU or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the MOU, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.
- 3) Non-responsible Contractor
The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business

integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4) Contractor Hearing Board

a. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of

the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

g. SubContractors of Contractor
These terms shall also apply to SubContractors of County Contractors.

P. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its SubContractors, if any, to post this poster in a prominent position in the SubContractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

Q. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 1) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 2) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act

(42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

R. COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate LAHSA's performance under this MOU on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the MOU in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by County and LAHSA. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Agreement.

S. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 1) The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 2) The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 3) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 4) The Contractor certifies and agrees that it will deal with its subContractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 5) The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 6) The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph T when so requested by the County.
- 7) If the County finds that any provisions of this paragraph T have been violated, such violation shall constitute a material breach of this MOU upon which the County may terminate or suspend this MOU. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this MOU.
- 8) The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this MOU, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this MOU.

T. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each SubContractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

U. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each SubContractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and

where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this MOU and is also available on the Internet at www.babysafela.org for printing purposes.

V. RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this MOU.

W. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section VI, Paragraph Q. Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section VI, Paragraph E. Termination.

X. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this MOU will maintain compliance, with Los Angeles County Code Chapter 2.206.

Y. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section VI, Paragraph X. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this MOU, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

2. TERMINATION FOR IMPROPER CONSIDERATION

- 1) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 2) The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 3) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

AA. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this MOU.

BB. VALIDITY

If any provision of this MOU or the application thereof to any person or circumstance is held invalid, the remainder of this MOU and the application of such provision to other persons or circumstances shall not be affected thereby.

CC. WAIVER

No waiver by the Parties of any breach of any provision of this MOU shall constitute a waiver of any other breach or of such provision. Failure of the Parties to enforce at any time, or from time to time, any provision of this MOU shall not be construed as a waiver thereof. The rights and remedies set forth in this MOU shall

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

This MOU and its Exhibits constitute the complete and exclusive statement of understanding between the Parties, which supersedes all previous agreements, written or oral, and all other communications between the Parties relating to the subject matter of this MOU. No change to the MOU shall be valid unless prepared pursuant to Section VI, Paragraph I, Amendments.

/ /

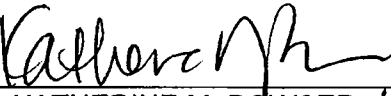
MEMORANDUM OF UNDERSTANDING FOR ELP DATA MATCHES
LOS ANGELES HOMELESS SERVICES AUTHORITY

IN WITNESS HEREOF, the Parties have caused this MOU to be executed by their duly authorized agents as of this _____ day of _____, 2014.

COUNTY OF LOS ANGELES

By _____
WILLIAM T FUJIOKA
Chief Executive Officer

APPROVED AS TO FORM:
BY COUNTY COUNSEL
JOHN F. KRATTLI

By 
KATHERINE M. BOWSER 6-11-14
Senior Deputy County Counsel, County

APPROVED AS TO FORM:
BY COUNTY COUNSEL
JOHN F. KRATTLI

By  6/19/14
ALEEN LANGTON
Principal Deputy County Counsel, LAHSA

LOS ANGELES HOMELESS SERVICES AUTHORITY

By 
MICHAEL ARNOLD
Executive Director

EXHIBIT A

RECORD LINKAGE METHODOLOGY

(Exhibit 1, from the Enterprise Linkages Project Master Memorandum of Agreement)

The CEO-SIB-RES has developed a record-linkage methodology to link target population participants across departments which was implemented successfully during the Adult Linkages Project (ALP) and has been implemented for various Linkages projects since then. Implementation of this data matching methodology is accomplished through the use of match or linkage keys that, for the purposes of this proposal, can be referred to as the "statistical linkage key" (SLK). A SLK is an accurate representation of all versions of the same data, such as different spellings of a name or an address. Alternative matching rules are tested to come up with the most accurate algorithms to link program participants across departments.

Target population participants will be asked to sign an Authorization Form (Exhibit 2) to allow designated staff to access historical administrative services records for that participant only. This authorization will allow the designated staff to view the historical services information, while the data remains de-identified in the SLKs format that was previously used in the Adult Linkages Project.

Data Linkage Process

Target Population and Source Master Files Creation

The data linkage process will be composed of two stages. The first stage is a one-time-only process when the historical target population and source master files are created. During this process, all agencies will pass their historical data through the Dataflux dfPower Studio client software to generate SLKs. Each record will be sent to the ELP data warehouse with the agency id, SLKs, and high-level service fields—service dates, type and location.

CEO-SIB-RES will consolidate all this data coming from all agencies to generate the source master file. Flow-charts of this process are presented in Figures 1 and 2.

Figure 1 shows the process of creating the source master file which will include the department id, SLKs and high-level service fields such as service dates, types and location. SLKs will be generated by the Dataflux dfPower Studio software clients installed in each department using all identifiers—names, SSN, date of birth, gender and the address of the clients. The identifiers will be deleted after the generation of the SLKs. Each client may have multiple records to reflect multiple services. Each department will provide historical service files with these fields to the ELP warehouse. These files will be consolidated and stored in the ELP data warehouse. Note that in Figure 1 when there is a need for a County department to evaluate a program or a target population by assessing detailed service utilization patterns. The departments will

EXHIBIT A

provide service records of a target population with the same data elements that were provided in the Adult Linkages Project. The data will be loaded to the ELP data warehouse, and corresponding department ids of the new target population will be linked to service utilization data of source departments to assess cross-department service utilization patterns. No identifiers or SLKs will be required for this process since the data will be analyzed in a de-identified format. Second client from department 1 and third client from department 2 are the same based on the SLKs so that would be linked during the matching process shown below as target population master file creation.

Figure 1. Source Master File

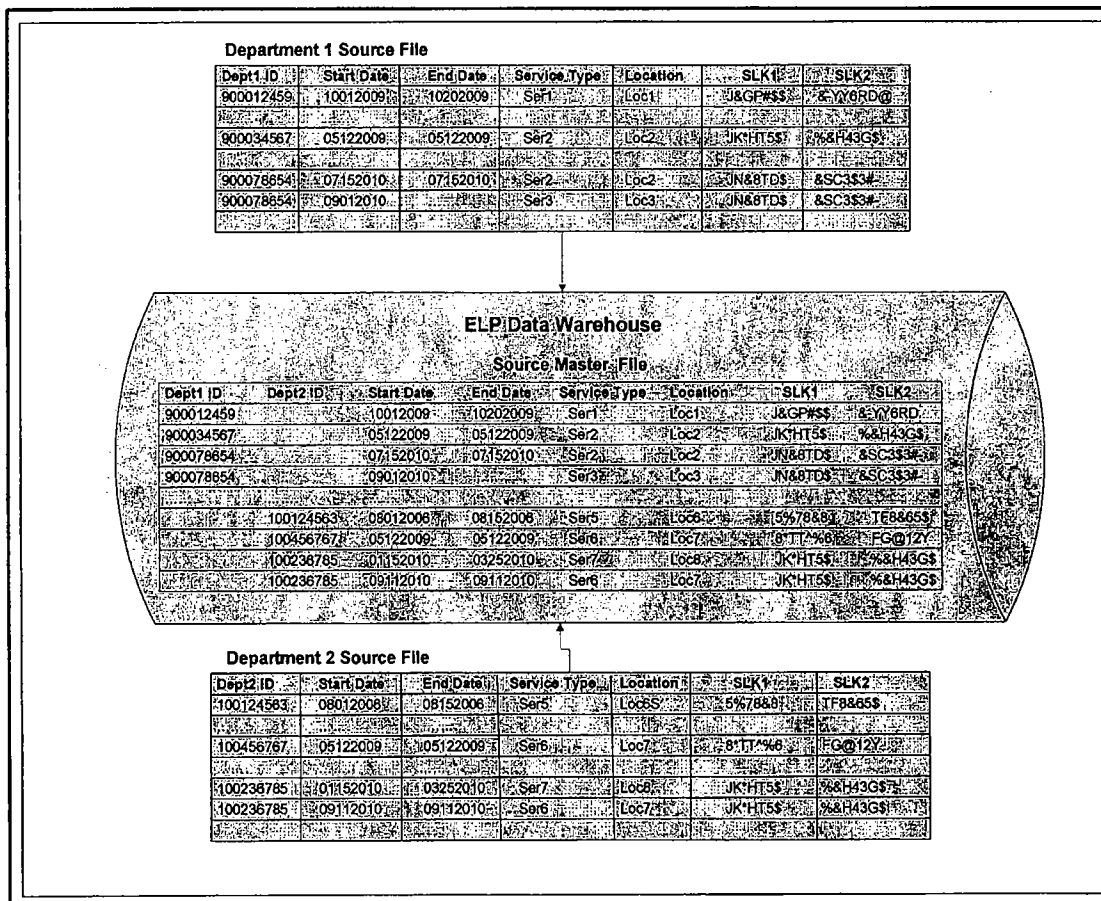


Figure 2 shows the process of target population master file generation. The starting point is the historical target population client file that will include the target department id and the SLKs generated from all identifiers—names, SSN, date of birth, gender and the address of the client using the Dataflux algorithms. This file will be matched against the source master file by SLKs in the Data Integration Server and matched records will generate the master target population file. The target population master file will include

MEMORANDUM OF UNDERSTANDING FOR ELP DATA MATCHES
LOS ANGELES HOMELESS SERVICES AUTHORITY

EXHIBIT A

both target and source department ids, SLKs and a new unique ELP id to identify each client. The target population master file will be stored in the ELP data warehouse. In the example illustrated in Figure 2, three clients were linked between the target population and source master file and one client (was not matched. The master population file shows 4 unique client records with corresponding department ids and a unique ELP id. The example only shows a few SLKs for simplicity. For example, when the client from target department (Case BHY7890) signs a consent form his/her SLKs will be matched against the records with ELP id 000011 and all three service records from two separate departments will be presented at the web interface.

Figure 2. Target Population Master File

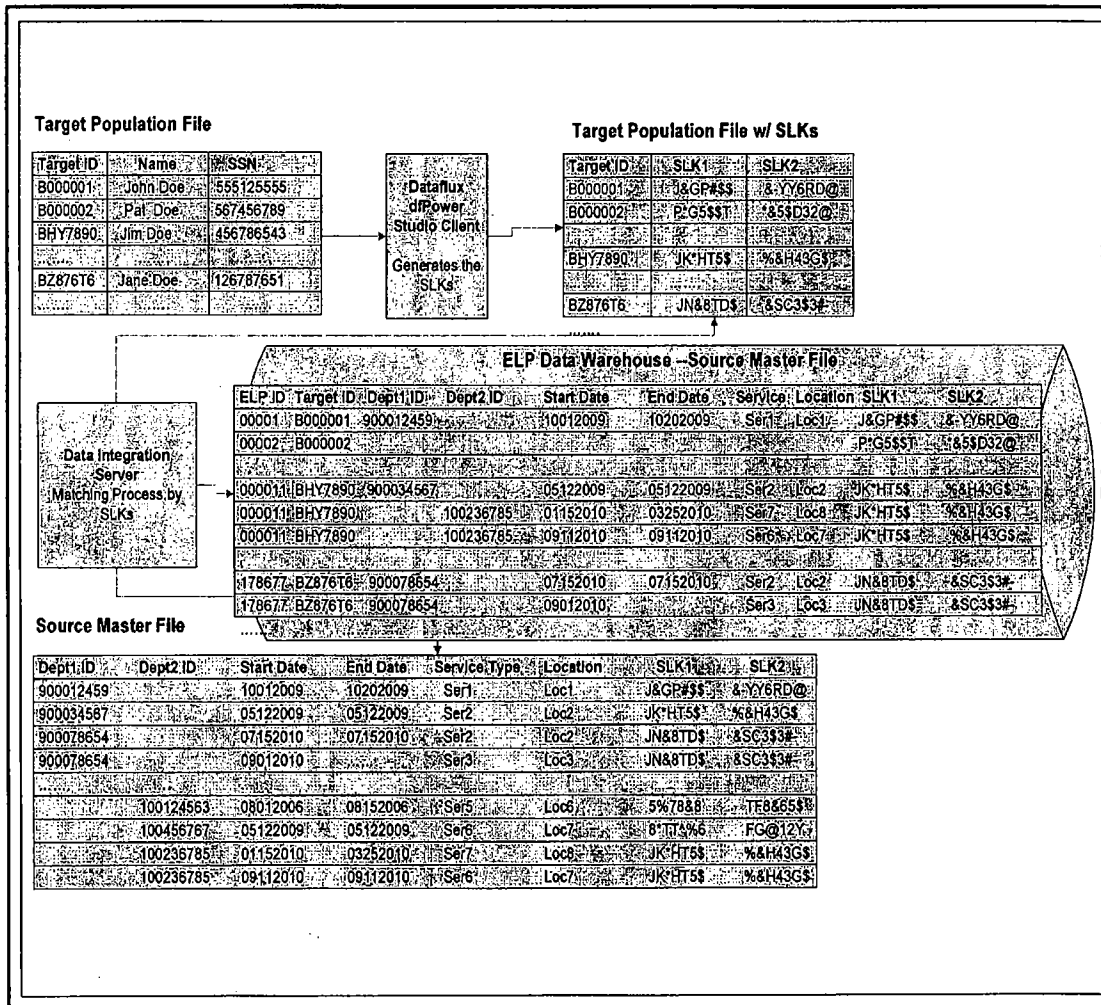


EXHIBIT A

Periodical Updates

The second stage of the data linkage process will be periodic updates of the ELP data warehouse. At the start of every month, for example, (though this is still to be determined), each department will process its new service records through the Dataflux dfPower Studio software client to generate the SLKs. These records will include all services given to clients since the last update period. Then new target and source department files will be uploaded to the ELP Data Integration Server to update master target and source files. Master target population file will be matched against the new source department files to update service utilization for these clients. Then, new target department records will be matched against the source master file—similar to the process illustrated in Figure 2. If a client had been in the system earlier, the ELP id already assigned to this client will be assigned to the new records of the client and new service records will be appended to the target master file.

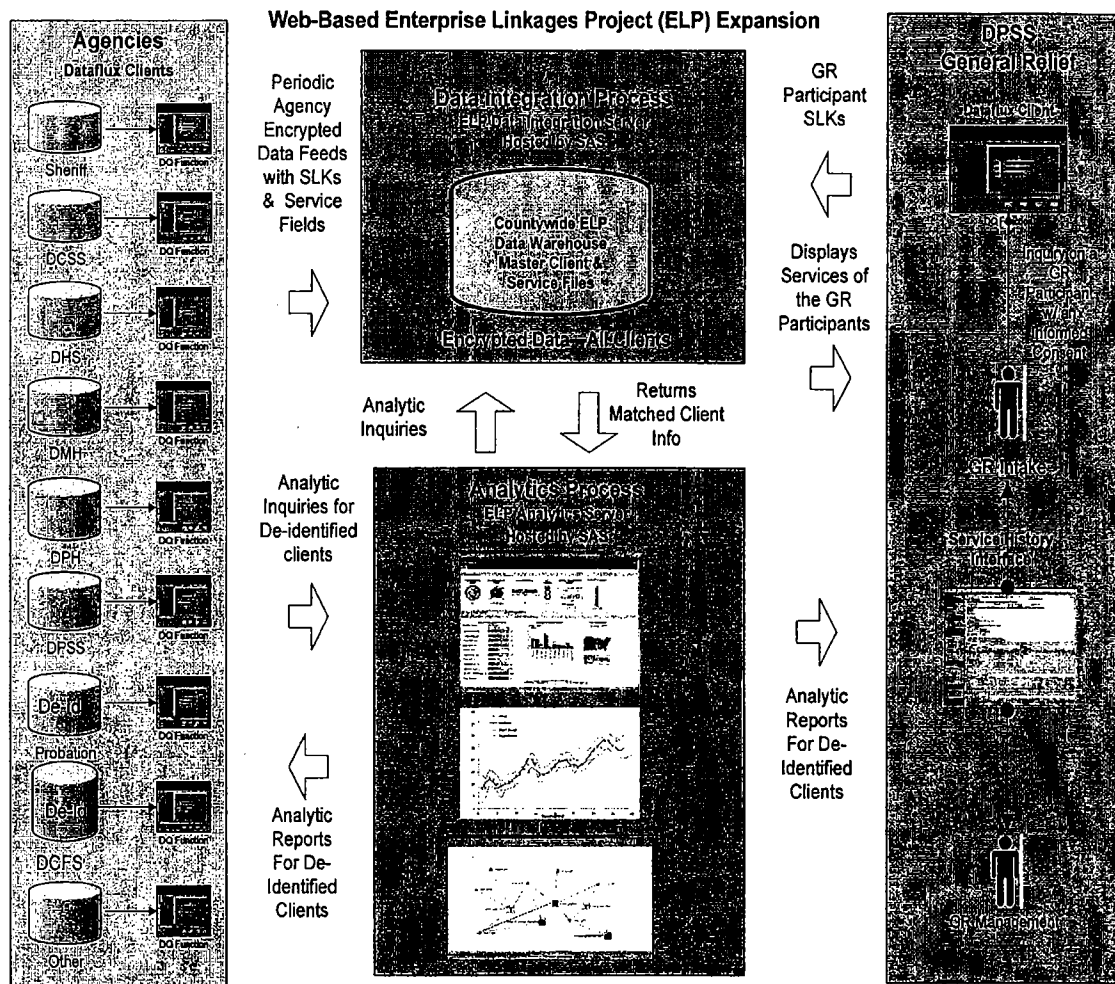
If a new client receives services from the department during the new period, a new ELP id will be assigned for this new client and his/her record will be appended to the target master file. His/her service records will be also appended to the source master file. This process will be replicated for each department transferring periodic updates.

Data Warehousing Platform and the GR Interface

A flowchart of the data warehousing solution and the target population interface is shown in Figure 3. The flowchart illustrates all components of the ELP platform. The green block in the left refers to the data linkage process described earlier. It shows the agencies with Dataflux clients. Every period each department will process new data by generating SLKs and send the new extract to the ELP data warehouse. The data extracts will include the department id, service fields and SLKs.

EXHIBIT A

Figure 3. Data Warehousing Platform and the Target population Interface



The upper purple block refers to the ELP data warehouse where the target master and source master files are stored and new updates will be matched against the master files using the SLKS. It shows the data integration process where the identifier fields are all encrypted in the form of SLKS. The warehouse is linked to other parts of the platform via several arrows. One arrow shows the periodic data flows from agencies as discussed above. The other arrows are explained below.

The lower purple block refers to the analytics process where ELP business intelligent and social networks analysis servers generate analysis on demand. As noted earlier, it is expected that a department may need an assessment or an evaluation of a program

EXHIBIT A

or service needs/utilization of a target population/sub-population that requires service information from other departments. This refers to the arrow from departments (green block) to the analytics block as an analytic inquiry for de-identified clients. In that case, analytic servers will pull data from the data warehouse (arrows between two purple blocks), analyze the data and publish it to the departments either in terms of visual charts and tables via a web portal or a complete report. These analytic reports will be using de-identified information.

If the department requires the analysis to incorporate additional service fields not stored in the warehouse, these fields will be passed to the warehouse temporarily for the analysis. In the end of analysis, these fields will be discarded.

Finally, the orange block in the right refers to the target population interface. The upper part represents the designated staff who will ask for an informed consent of a new target population to browse the past service utilization of this client from other county departments. The client may give consent for some or all service areas. After the consent is given, the identifiers of this client will be processed via a Dataflux client to generate the SLKs on real time. These SLKs will be passed to the warehouse and matched against the master client file. If there is a match, the past service records of this client will be published on the interface for the designated staff to determine the service needs and profile of this client. If there is no match, there will be no information shown on the interface. The interface will only show the high level service fields stored in the warehouse—service dates, service types and location, only de-identified information will be displayed on the screen.

The lower part of the orange blocks represents the target population management who will be interested in more detailed analysis. This analysis will be provided to the target population management form the analytics process for de-identified clients such as for a sub-group of the program. The additional fields will be stored in the warehouse (as discussed earlier) for this analysis and will be deleted when the analysis is completed.

EXHIBIT B

DATA MATCH

Methodology

The data elements and parameters to be included in the ELP-HMIS data match are stipulated in Table 1. **All data utilized in the data matches will be encrypted, de-identified data.** The confidentiality of all individuals receiving services through LAHSA and COUNTY will be safeguarded according to applicable Federal, State, and local laws and safeguards.

The data match will be de-identified, so as to conform to privacy and confidentiality laws. The data will be matched using the same methodology described in Exhibit A.

The quarterly ELP-HMIS data matches will link data in HMIS with administrative records of services provided by COUNTY's departments of Community and Senior Services (CSS), Health Services (DHS), Mental Health (DMH), Public Health (DPH), Public Social Services (DPSS), Probation, and the Sheriff. The initial data match will occur using records created during the period January 2010 through December 2013. Subsequent quarterly updates will include records created during the preceding quarter.

Table 1 shows the data elements and the time frame for the data match.

Table 1. Data Definition

Data Source	Data Element	Dates *
Department of Public Social Services	LAHSA's clients enrollment in CalWORKs, CalFresh, General Relief Programs. If a client has been enrolled in any of these programs, the dates for enrollment will be provided. In addition, Supplemental Social security (SSI) disability start and end date will be provided, as well as SSI disposition for the application status will be matched to the HMIS clients' data.	January 2010 to December 2013
Community and Senior Services (CSS)	If LAHSA's client received services from CSS (excluding Adult Protective Services), the start and end date of the service will be provided.	January 2010 to December 2013
Department of Health Services	If LAHSA's client received any type of service from DHS (inpatient, outpatient, emergency room services, and private public partnership clinics), the start and end dates for the service will be provided.	January 2010 to December 2013

MEMORANDUM OF UNDERSTANDING FOR ELP DATA MATCHES
LOS ANGELES HOMELESS SERVICES AUTHORITY

EXHIBIT B

Data Source	Data Element	Dates *
Department of Public Health	If LAHSA's client received substance abuse services, the start and end dates of the service will be provided.	January 2010 to December 2013
Department of Mental Health	If LAHSA's client received inpatient or outpatient counseling services from DMH, the start and end dates of the service will be provided.	January 2010 to December 2013
Department of Probation	If LAHSA's client received adult Probation services, the start and end dates will be provided.	January 2010 to December 2013
Sheriff's	If LAHSA's client was incarcerated, the incarceration start and end date will be provided. If this client received medical services while incarcerated from COUNTY, the total number of services received during the data match time period will be provided.	January 2010 to December 2013
LAHSA	Housing and Urban Development's data standards.	January 2010 to December 2013

*Additional dates may be determined after a project is implemented.

MEMORANDUM OF UNDERSTANDING FOR ELP DATA MATCHES
LOS ANGELES HOMELESS SERVICES AUTHORITY

EXHIBIT C

Project Notification Form

Date: 5/30/14

Department/Agency: Los Angeles Homeless Services Authority (LAHSA)

Project Name: Enterprise LINELAGE Project CERP

Department/Agency agrees to participate in project? ☒ Yes ☐ No


Please respond "Yes" or "No" to the following checked "X" statement:

_____ Department/Agency agrees to be Source¹: ☐ Yes ☐ No

_____ Department/Agency agrees to be Target²: ☐ Yes ☐ No

Project Manager: Amie SHAIKH

Phone: 225-6565 E-mail: ashaiikh@lahsa.org

Representative:  5/30/14
Signature Date

Phone: 213.225.6565 E-mail: ashaiikh@lahsa.org

Project Information:

Project term (data period): _____

Data Match term (frequency): _____

Project Format: ☒ 1-De-Identified ☐ 2- Authorized Identified Information

Please fax or e-mail this form by _____ to the attention of:

Service Integration Branch
222 S. Hill Street, Fifth Floor
Los Angeles, CA 90012
Telephone: (213) _____
Fax: (213) 687-1138
E-mail: _____

¹ Source is the agency whose services are being utilized.

² Target is the agency whose program is selected for analysis and provides the population for the study.

Project Description Form

Project Name: _____

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

Los Angeles Homeless Services Authority

Contractor Name

811 Wilshire Blvd., 6th Floor, Los Angeles, California 90017

Address

95-4498834

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

G, Michael Arnold, Executive Director

Authorized Official's Printed Name and Title

G Michael Arnold

Authorized Official's Signature

Date

6/3/14

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

General Information

Your employer, Los Angeles Homeless Services Authority, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this consultant employee acknowledgment and confidentiality agreement.

Employer Acknowledgment

I understand that Los Angeles Homeless Services Authority, is my sole employer for purposes of this Agreement.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, Los Angeles Homeless Services Authority, and the County of Los Angeles.

 (Initial and date)

Confidentiality Agreement

As an employee of , Los Angeles Homeless Services Authority, you may be involved with work pertaining to County services, and, if so, you may have access to confidential data pertaining to persons and/or entities represented by the County of Los Angeles. The County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

Please read the attached Agreement and take due time to consider it prior to signing.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between Los Angeles Homeless Services Authority, and the County of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I have been informed by my employer of Article 9 of Chapter 4 of Division 3 (Commencing with 6150) of the California Business and Professions Code (i.e. State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which states:

" . . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . . "

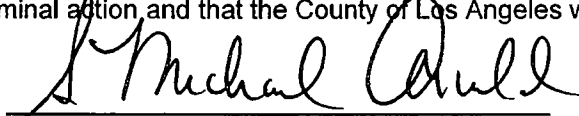
I have also been informed by my employer of Labor Code Section 3219 (i.e. provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which states:

" . . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . . "

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the County of Los Angeles, Department of Human Resources. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with Los Angeles Homeless Services Authority, or upon completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this Agreement & Acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Signature



Dated

6/3/14

Printed Name G. Michael Arnold

Position/Title Executive Director

EXHIBIT F

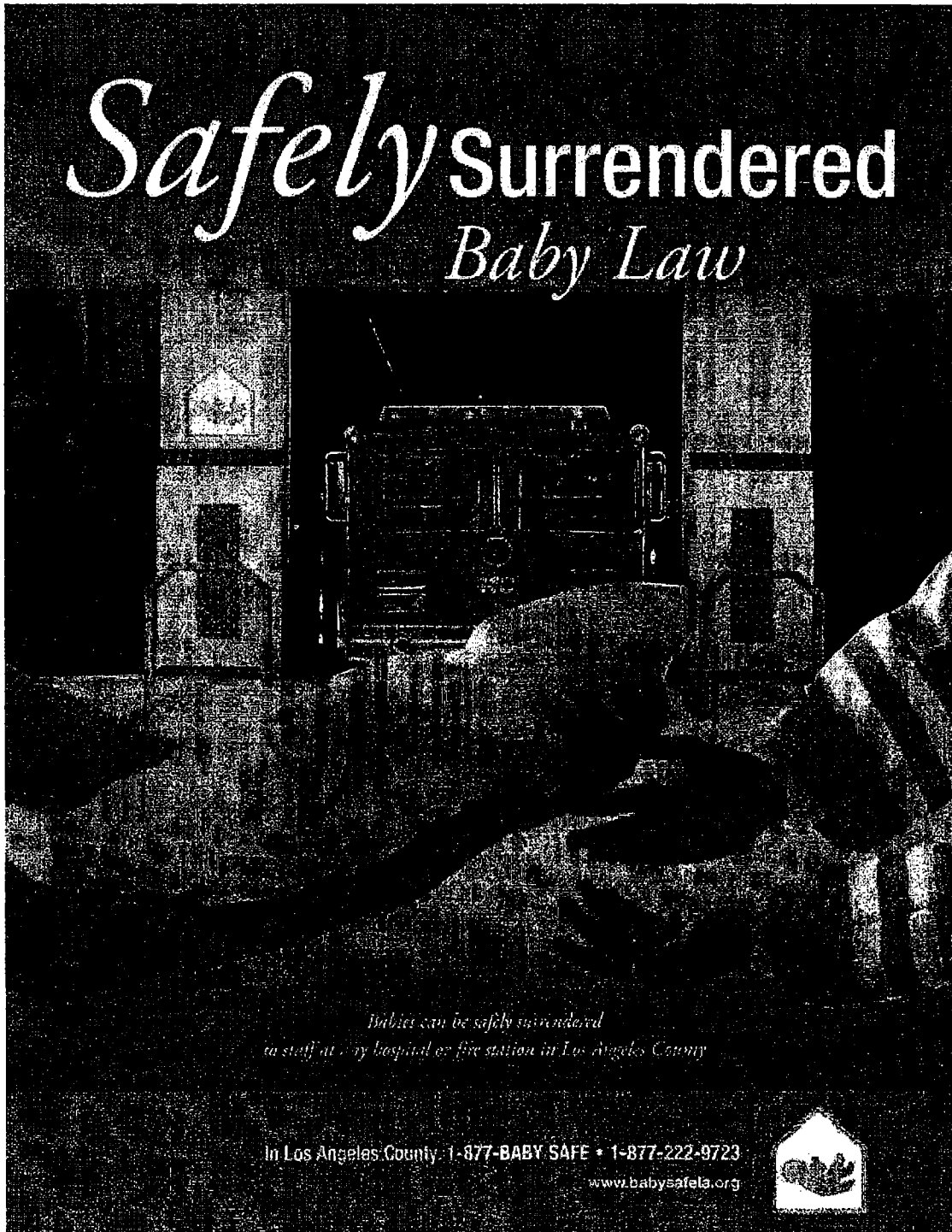


EXHIBIT F

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-5723
www.babysafe.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

Babies can be safely surrendered to staff at any hospital or fire station in Los Angeles County.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

Does the parent or surrendering adult have to tell anything to the people taking the baby?
No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a business reply envelope and can be sent in at a later time.

What happens to the baby?
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?
No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?
No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the number placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT G

CONSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Consultant Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Consultant referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Consultant Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Consultant referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Consultant referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of

EXHIBIT G

Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Consultant for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Consultant and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Consultant.

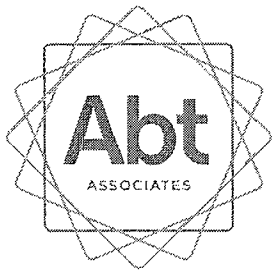
I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Consultant proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Consultant or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Consultant any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Consultant upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

PRINTED NAME: _____

POSITION: _____



CONRAD N. HILTON FOUNDATION
EVALUATION OF THE HOMELESS INITIATIVE
PSA SUBCONTRACT NO. 42808

ISSUED BY:

Abt Associates Inc.
4550 Montgomery Ave., Ste. 800 North
Bethesda, MD 20814 USA
Telephone: (301) 347-5783
Facsimile: (301) 828-9870
Abt Associates Subcontract Officer: Sean Fitzpatrick
sean_fitzpatrick@abtassoc.com
Abt Associates Project Director: Julia Brown
Julia_brown@abtassoc.com
Abt Associates Project Administrator: Jessica Wiegand
jessica_wiegand@abtassoc.com

SUBCONTRACTOR:

Los Angeles County
Chief Executive Office
Attn: Service Integration Branch
222 S. Hill Street- 5th Floor
Los Angeles, CA 90012
Telephone: (213) 974-2272
Technical Contact: Max Stevens
mstevens@ceo.lacounty.gov
Contracts Contact: Karen Herberts
kherberts@ceo.lacounty.gov
DUNS #: 827187225

This Firm Fixed Price Professional Services Agreement ("Agreement") is entered into between Abt Associates Inc. ("Abt Associates" or "CONTRACTOR") and the Los Angeles County, by and through its Chief Executive Office ("Subcontractor" or "COUNTY"). Abt Associates was awarded Grant Number 20110041 from the Conrad N. Hilton Foundation ("Grantor") to evaluate their Homeless Initiative.

Abt Associates has selected the Subcontractor to provide the Services described below under the following terms and conditions:

1. Price and Schedule

Subcontractor agrees to provide professional services ("Services") described in Article 2, Statement of Work, for a Firm Fixed Price of \$60,000.00.

Subcontractor will provide the Services beginning May 1, 2014 and to be completed by September 30, 2014 ("**Schedule**").

Subcontractor shall be responsible for all costs required to fulfill the Services.

2. Statement of Work

Abt Associates has retained Subcontractor to obtain professional expertise and Subcontractor shall exercise its professional judgment and discretion in providing the Services. Subcontractor shall perform the Services with the degree of skill and diligence exercised by professionals who regularly perform the same or similar types of work. Subcontractor will provide such services and materials consistent with any deadlines as agreed upon herein by the parties. Subcontractor will respond to any Abt Associates comments on any documents prepared under this Agreement and shall make appropriate, agreed upon changes to prepared documents within the limitations set forth in this Agreement.

Subcontractor will provide all required services and materials needed to complete the work described in Attachment A, Scope of Work.

3. Payment Terms

To secure payment for Services performed, Subcontractor shall submit the Scheduled Deliverable/Milestone in accordance with the Deliverables/Milestone Schedule per Attachment A and a signed invoice that includes the following required information:

- (a) Date and Invoice Number;
- (b) Project Name and Agreement Number;
- (c) Subcontractor name, address, phone, fax, and email address;
- (d) Payment amount requested in accordance with the Deliverable/Milestone Payment Schedule.

Invoices shall be submitted in accordance with the agreed Payment Schedule to:

Abt Associates Inc.
Accounting Department
RE: [CHILTON Eval 17934]
55 Wheeler Street, Cambridge MA 02138.

Payments will be made after acceptance of the required deliverables and receipt of undisputed invoices. All payments to the Subcontractor are subject to timely and complete performance, and acceptance of the services by Abt Associates and/or Abt Associates' client, as applicable. The final invoice shall be submitted within two months after the completion of services under this Agreement. Subcontractor agrees to retain financial records associated with this Agreement for Abt Associates and/or Government audit and review for a period of 3 years from the date of final payment.

4. Subcontractor Representations

Subcontractor represents and certifies that:

- (a) Subcontractor is aware of no known actual or perceived conflicts of interest or any other fact, circumstance or condition that would delay or interfere with its ability to perform the work contemplated under the Agreement. As a condition of award, Subcontractor agrees to avoid any actual or perceived conflict of interest during the term of this Agreement. Subcontractor agrees to immediately disclose to Abt Associates Inc., any actual or perceived conflict of interest that may arise as a result of its involvement in this Agreement. The provisions of this clause shall survive expiration or termination of this Agreement.
- (b) Subcontractor is qualified to perform the work required under this Agreement and is not disbarred or suspended from doing business with the Government. All information that Subcontractor has provided to Abt Associates with respect to its qualifications, experience, affiliations, or financial records is accurate and complete.

- (c) Subcontractor will not assign or subcontract any of the services required under this Agreement without the prior written consent of Abt Associates.
- (d) Subcontractor represents it is a governmental entity. Nothing contained in this Agreement shall be construed to create a joint venture, agency relationship or partnership between the parties. Subcontractor and its employees are not entitled to receive any benefits that Abt Associates may provide to its employees, including but not limited to insurance, vacation or retirement benefits. Subcontractor represents that it will obtain and maintain any workers' compensation that is legally required for Subcontractor or its employees.
- (e) Subcontractor and its employees will comply with all applicable laws, ordinances, and regulations in performing Subcontractor's obligations under this Agreement, including but not limited to, prohibition against terrorist financing, procurement integrity and other applicable US Government procurement regulations.
- (f) Subcontractor represents that it *(please check all relevant boxes)*:

is <input type="checkbox"/> is not <input checked="" type="checkbox"/> a small business concern;	is <input type="checkbox"/> is not <input checked="" type="checkbox"/> a veteran's business concern;
is <input type="checkbox"/> is not <input checked="" type="checkbox"/> a small disadvantaged business concern;	is <input type="checkbox"/> is not <input checked="" type="checkbox"/> a disabled veterans business concern
is <input type="checkbox"/> is not <input checked="" type="checkbox"/> a woman-owned small business concern;	is <input type="checkbox"/> is not <input checked="" type="checkbox"/> an ANC and Indian Tribe;
is <input type="checkbox"/> is not <input checked="" type="checkbox"/> a HUBZone small business concern;	is <input type="checkbox"/> is not <input checked="" type="checkbox"/> an ANC and Indian Tribe that are are not Small Businesses

* Alaska Native Corporations (ANCs) and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses

** Alaska Native Corporations (ANCs) and Indian tribes that are not small businesses

5. General Provisions

- (a) Abt Associates shall have the right to make unilateral no-cost extensions to the Schedule as may be required. Other proposed changes or any waiver of any provision of this Agreement will be enforceable only if mutually agreed to in writing by authorized representatives of Abt Associates and Subcontractor.
- (b) All information and data provided by Abt Associates to Subcontractor shall be deemed to be Confidential, and Subcontractor agrees that this information and data: (1) will be used by Subcontractor only for purposes of performing this Agreement; (2) will not be disclosed to any third party without the express written permission of Abt Associates, and (3) will be protected by Subcontractor through implementation of procedures sufficient to prevent disclosure. The foregoing shall not prevent use or disclosure of information and data that: (1) are in the public domain or become publicly known through no fault of Subcontractor; (2) are approved for use or disclosure in writing by an authorized Abt Associates representative; or (3) are legally compelled to be disclosed by a court of competent jurisdiction.
- (c) The Subcontractor shall not publish or otherwise disclose, except to Abt Associates and entities identified by the Subcontractor, any reports, data or information generated or obtained in the course of performing this Agreement (including without limitation, information or data obtained hereunder concerning private individuals protected by Privacy Act or HIPAA regulations, organizations, or public agencies or any other source under promise of confidentiality), without the prior written consent of an authorized Abt Associates representative.
- (d) The Subcontractor will retain ownership of the data, materials, information, etc., with respect to any reports, derivative de-identified data, or information produced by the Subcontractor in the course of performing this Agreement, Abt Associates will have unlimited rights to use, disclose, reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, in any manner and

for any purpose, and to have or permit the Grantor to do so. The provisions of this paragraph shall survive expiration or termination of this Agreement.

- (e) Subcontractor agrees to indemnify and hold harmless Abt Associates, its officers, directors, and employees, against any loss or damage arising out of this Agreement, but only in proportion to and to the extent such liability, loss, expense or claims for injury or damage are caused by or result from Subcontractor's negligent or willful acts or omissions in the performance of this Agreement. The provisions of this paragraph shall survive expiration or termination of this Agreement.

Abt Associates shall indemnify, defend and hold harmless Subcontractor, its officers, agents, and employees against any loss or damage arising out of this Agreement, but only in proportion to and to the extent such liability, loss, expense or claims for injury or damage are caused by or result from Abt Associates' negligent or willful acts or omissions in the performance of this Agreement.

- (f) Abt Associates may at any time, by written notice, terminate this Agreement for default, in whole or in part, if Subcontractor fails to perform as required by the Agreement and such failure is not corrected within ten days from the date of receipt of written notice from Abt Associates. Further, Abt Associates or Subcontractor may, by 15-day written notice, terminate this Agreement for its convenience. Upon termination for convenience, Subcontractor shall be entitled to recover reasonable and allocable costs incurred as mutually agreed for services performed by Subcontractor prior to the date of termination.
- (g) RESERVED
- (h) This Agreement, together with all attachments constitutes the entire agreement between the parties, and supersedes all previous and contemporaneous agreements or representations whether written or oral. This Agreement is binding on and shall inure to the benefit of the assigns, successors, and the legal representatives of the parties.
- (i) In the event that any one or more of the provisions of this Agreement should be held to be unenforceable, such determination shall not affect any of the other provisions of this Agreement.
- (j) Abt Associates' total aggregate liability howsoever arising from or connected with this Agreement, whether in contract, warranty or tort shall in no event exceed the net amounts paid to Subcontractor by Abt Associates, or \$60,000, whichever is higher, for the Services under this Subcontract.
- (k) In the event access to Abt Associates' internal network systems will be needed by Subcontractor to fulfill the requirements of this Agreement, Subcontractor will be required to sign a separate Non-Disclosure Agreement with applicable protection provisions.

6. Dispute Resolution

All disputes arising in connection with this Agreement that cannot be resolved within a reasonable time following good faith attempts by the parties shall be finally settled in accordance with the Commercial Industry Rules of the American Arbitration Association, before a single arbitrator. Such arbitration shall be held in a mutually agreed upon location.

Judgment upon any award rendered may be entered in any court of competent jurisdiction; provided, however, that the arbitrator shall have no authority to add, modify, change or disregard any lawful terms of this Agreement or to provide any relief or award not provided for or consistent with applicable law.

7. Prime Award Flow-Down Regulations

Subcontractor agrees that these funds will be used in compliance with all applicable anti-terrorism and asset control laws and regulations and that none of these funds will be used to support or promote violence, terrorist activity or related training, or money laundering.

IN WITNESS WHEREOF, Abt Associates and Subcontractor have caused this Agreement to be executed by their duly authorized representatives, effective as of the latest signature date.

FOR: ABT ASSOCIATES INC.

Signature

Anna Rose
Manager, Subcontracts

Printed Name and Title

301-634-1835

Telephone Number

Anna_Rose@abtassoc.com

Email Address

Date

FOR: SUBCONTRACTOR

Signature

William T Fujioka
Chief Executive Officer, County of Los Angeles

Printed Name and Title

213-974-1102

Telephone Number

Email Address

95-6000927 / 827187225

Taxpayer ID #/DUNS #

Date

APPROVED AS TO FORM
BY COUNTY COUNSEL
JOHN F. KRATTLI

By _____
KATHERINE M. BOWSER
Senior Deputy County Counsel

Account Information									
Client and Project Name: Conrad N. Hilton Foundation, 17934									
Project Code:					Task Code:			Expenditure Type:	
1	7	9	3	4	9	5	0	0	Subcontract Services

ATTACHMENT A
SCOPE OF WORK
And
DELIVERABLES/MILESTONES PAYMENT SCHEDULE

Background

This agreement is entered into for the purpose of funding the linkage of de-identified data from the Los Angeles County's (County) Enterprise Linkages Project (ELP) with the Los Angeles Homeless Services Authority's (LAHSA) Homeless Management Information System (HMIS) administrative records pursuant to the County's Memorandum of Understanding with LAHSA for ELP Data Matches (ELP MOU).

Scope of Work

Pursuant to ELP MOU, County will complete a one-time data match linking de-identified administrative records in ELP to de-identified client data in HMIS. The data match will cover four years (2010 through 2013) of services provided by the following County and County-related agencies:

- Community and Senior Services (CSS)
- Department of Health Services (DHS)
- Department of Mental Health (DMH)
- Department of Public Health (DPH)
- Department of Public Social Services (DPSS)
- Probation Department (Probation)
- Sheriff's Department (Sheriff)
- Los Angeles Homeless Services Authority (LAHSA)

The data elements and time periods for this data match are further elaborated in Table 1 below.

The newly created matched dataset will be retained by COUNTY for purposes of future analyses to be determined at a later date.

COUNTY will be responsible for complying with all conditions of use and for establishment and maintenance of security arrangements, as specified in ELP MOU, to prevent unauthorized use and disclosure of the raw data provided to the COUNTY data analysts and the encrypted de-identified data provided to COUNTY.

COUNTY will be responsible for participating in regular (at least monthly) telephone or in-person meetings with Abt Associates Inc. and/or LAHSA to update the team on progress and inform and plan for future analyses.

Table. 1. Data Definition

Data Source	Data Element	Initial Data Match Dates
Department of Public Social Services	CONTRACTOR's clients enrollment in CalWORKs, CalFresh, General Relief Programs. If a client has been enrolled in any of these programs, the dates for enrollment will be provided. In addition, Supplemental Social security (SSI) disability start and end date will be provided, as well as SSI disposition (e.g., approved, denied, or pending) for the application status will be matched to the HMIS clients' data.	January 2010 to December 2013
Community and Senior Services (CSS)	If the CONTRACTOR's client received services from CSS (excluding Adult Protective Services), the start and end date of the service, service program, and service will be provided.	January 2010 to December 2013
Department of Health Services	If a CONTRACTOR's client received any type of service from DHS (inpatient, outpatient, emergency room services, and private public partnership clinics), the start and end dates, service type (e.g., inpatient, outpatient, emergency room services, etc.), and diagnosis for the service will be provided.	January 2010 to December 2013
Department of Public Health	If a CONTRACTOR's client received substance abuse services, the start and end dates of the service, service type (e.g., detox, narcotic, detox (private), outpatient counseling, residential, etc.), and referral source data codes will be provided.	January 2010 to December 2013
Department of Mental Health	If a CONTRACTOR's client received inpatient or outpatient counseling services from DMH, the start and end dates and activity code (e.g., inpatient, outpatient, clinical assessment, etc.) of the service will be provided.	January 2010 to December 2013
Department of Probation	If a CONTRACTOR's client received adult Probation services, the start and end dates will be provided.	January 2010 to December 2013
Sheriff's	If the CONTRACTOR's client was incarcerated, the incarceration start and end date will be provided. If this client received medical services while incarcerated from COUNTY, the total number of services received during the data match time period will be provided.	January 2010 to December 2013
Los Angeles Homeless Services Authority	Housing and Urban Development's universal and program-specific data elements, per the 2010 HMIS data standards	January 2010 to December 2013

PAYMENT SCHEDULE

Deliverable	Due Date	Cost
<p>1) Subcontractor will match LAHSA's HMIS data obtained through the County's ELP MOU to ELP data from the following COUNTY departments between January 1, 2010 and December 31, 2013</p> <p>Community and Senior Services (CSS) Department of Health Services (DHS) Department of Mental Health (DMH) Department of Public Health (DPH) Department of Public Social Services (DPSS) Probation Department (Probation) Sheriff's Department (Sheriff)</p> <p>The data elements for this data match are as described in Table 1. Exhibit A of this Agreement.</p>	July 2014	\$55,000.00
<p>2) Subcontractor will prepare a report for LAHSA and the funder. This report will be shared with the participating ELP entities, management, and the Board of Supervisors. The report will provide documentation of the following:</p> <p>a. The matching methodology and business rules used to link HMIS records to service utilization records for the County agencies participating in ELP</p> <p>b. The ELP-HMIS match rates and basic annual summary statistics for the four-year match period, by County agency, including:</p> <ul style="list-style-type: none"> • Confirmed positive matches • Confirmed non-matches, and • Discreet number of records in HMIS where a match determination can't be made (due to DQ or other technical issues) <p>c. Any data quality issues affecting the match results.</p>	July 2014	\$5,000.00
Total		\$60,000.00